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DEED OF TRUST, SECURITY
AGREEMENT AND ASSIGNMENT OF RENTS
(Amended and Restated)

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STATE OF TEXAS S

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HARRIS S

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THIS DEED OF TRUST, SECURITY AGREEMENT AND ASSIGNMENT OF RENTS (Amended and Restated) is executed as of the 30th day of June 1987, by FERMENTA PLANT PROTECTION COMPANY, a Delaware corporation, whose address prior to July 20, 1987 is 7528 Auburn Road, P. O. Box 348, Painesville, Ohio 44077 and whose address after July 20, 1987 is 5966 Heisley Road, P. O. Box 8000, Mentor, Ohio 44061-8000, to Wayne W. Hulbert of Dallas County, Texas, as Trustee, for the benefit of NATIONAL AUSTRALIA BANK LIMITED, a banking corporation organized and existing under the laws of the State of Victoria, Commonwealth of Australia, acting through its New York Branch, with offices at 34th Floor, Pan Am Building, 200 Park Avenue, New York, New York 10166, and is agreed to and accepted by Beneficiary (as defined below), as follows:

A. DEFINITIONS. The following terms shall have the defined meaning ascribed to such terms, as set forth below:

1. "AGREEMENT" shall mean that certain Reimbursement Agreement dated as of June 30, 1987 among Grantor (as defined below), Beneficiary and the Guarantors (as defined below).

2. "BENEFICIARY" shall mean NATIONAL AUSTRALIA BANK LIMITED, a banking corporation organized and existing under the laws of the State of Victoria, Commonwealth of Australia, acting through its New York Branch, as well as any subsequent holder or holders of the Note (as defined below).

3. "CODE" shall mean the Uniform Commercial Code as enacted in the State of Texas as now written or as hereafter amended or succeeded.

4. "DEED OF TRUST" shall mean the Deed of Trust, Security Agreement and Assignment of Rents (Amended and Restated) evidenced by this document.

5. "EVENT OF DEFAULT" shall mean any occurrence described in Section D hereof.

6. "FIXTURES" shall mean all materials, supplies, equipment, apparatus and other items now or hereafter attached to, installed in or used (temporarily or permanently) in connection with any of the Improvements (as defined below) or the Land (as defined below), and all renewals, replacements, and substitutions thereof and additions thereto, including, but not

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186-37-1261

limited to, any and all partitions, ducts, shafts, pipes, radiators, conduits, wiring, window screens and shades, drapes, rugs and other floor coverings, awnings, motors, engines, boilers, stokers, pumps, dynamos, transformers, generators, fans, blowers, vents, switchboards, elevators, mail conveyors, escalators, compressors, furnaces, cleaning, call and sprinkler systems, fire extinguishing apparatus, water tanks, swimming pools, heating, ventilating, plumbing, laundry, incinerating, air conditioning and air cooling systems, water, gas and electric equipment, disposals, dishwashers, washers, dryers, refrigerators and ranges, cafeteria equipment, and recreational equipment and facilities of all kinds, all of which property and things are hereby declared to be permanent accessions to the Land; excluding however, the pollution control equipment described on Exhibit "B" hereto.

7. "GOVERNMENTAL AUTHORITY" shall mean any and all governmental or quasi-governmental entities of any nature whatsoever, whether federal, state, county, district, city or otherwise, and whether now or hereafter in existence.

8. "GRANTOR" shall mean Fermenta Plant Protection Company, a Delaware corporation, as well as its successors, permitted assigns, heirs and legal representatives.

9. "GUARANTOR" shall mean each of SDS Biotech Corporation, a Delaware corporation, Fermenta Animal Health Company, a Delaware corporation, and Ricerca, Inc., a Delaware corporation (collectively, the "GUARANTORS").

10. "IMPOSITIONS" shall mean all rates and charges (including deposits), insurance, taxes (both realty and personalty), water, gas, sewer, electricity, telephone and other utilities, any easement, license or agreement maintained for the benefit of the Property (as defined below), and all other charges, and any interest, costs or penalties with respect thereto; of any nature whatsoever which may now or hereafter be assessed, levied or imposed upon the Property or the Rents (as defined below) or the ownership, use, occupancy or enjoyment thereof.

11. "IMPROVEMENTS" shall mean any and all buildings, parking areas and other improvements, and any and all additions, alterations, or appurtenances thereto, now or at any time hereafter placed or constructed upon the Land or any part thereof.

12. "INDEBTEDNESS" shall mean the principal, interest, and all other amounts due under the Note or the Agreement or secured by this Deed of Trust and the other Security Documents (as

186-37-1262

defined below), together with all other direct, indirect, contingent, primary or secondary indebtedness of any character now or hereafter owing or to be owing by Grantor to Beneficiary, regardless of how evidenced or incurred, it being contemplated that Grantor may become further indebted to Beneficiary in the future, and that Beneficiary may make further advances to Grantor that will be secured by this Deed of Trust and the Security Documents.

13. "LAND" shall mean the real estate (or interest therein) described in Exhibit "A" attached hereto and incorporated herein by reference, all Improvements and Fixtures, and all rights, titles and interests appurtenant thereto.

14. "LEASES" shall mean all leases (including, oil, gas and other mineral leases), subleases, licenses, concessions, contracts of other agreements (written or oral, now or hereafter in effect) which grant a possessory interest in and to, or the right to use, any portion of the Property, or which relate to the use or construction of the Improvements.

15. "LEGAL REQUIREMENTS" shall mean any and all of the following that may now or hereafter be applicable to Grantor or the Property: (A) judicial decisions, statutes, rulings, rules, regulations, permits, certificates or ordinances of any Governmental Authority; (B) Grantor's bylaws and articles of incorporation; (C) Leases; (D) restrictions of record; and (E) other written agreements.

16. "NOTE" shall mean that certain Letter of Credit Note (the terms of which are incorporated herein by reference) dated as of June 30, 1987, executed by Grantor, payable to the order of Beneficiary in the principal amount of THIRTY-ONE MILLION SEVEN HUNDRED NINETY-FOUR THOUSAND NINE HUNDRED TWENTY-FIVE AND 60/100 DOLLARS (\$31,794,925.60) and with a maturity date of November 30, 1994, and all extensions, renewals and modifications thereof and all other notes given in substitution therefor.

17. "OBLIGATIONS" shall mean any and all of the covenants, warranties, representations and other obligations (other than to repay the Indebtedness) made or undertaken by Grantor, or any Obligated Party (as defined below), under the Security Documents, Leases, or Legal Requirements.

18. "OBLIGATED PARTY" shall mean Guarantors and any other guarantor, surety, endorser or other party (other than Grantor) directly or indirectly obligated, primarily or secondarily, for any portion of the Indebtedness or for the performance of any of the Obligations.

186-37-1263

19. "OPTION CONTRACT" shall mean that certain Real Estate Option Contract dated December 16, 1985, and entered into by and between SDS Biotech Corporation and Diamond Shamrock Corporation, granting Diamond Shamrock Corporation the option to purchase the Property under the terms set forth therein, as assigned to and assumed by Grantor pursuant to Instrument of Conveyance and Assignment dated March 1, 1986.

20. "PERSONALTY" shall mean all of the right, title and interest of Grantor in and to all furniture, furnishings, equipment and machinery (other than the Fixtures), now or hereafter located upon, within or about the Land and the Improvements, all agreements, Legal Requirements, contract rights (including, without limitation, all of Grantor's or any predecessor in interest of Grantor's rights under the terms and provisions of the Option Contract) and other general intangibles relating to the Land, Improvements, other Personalty and Fixtures together with all accessories, replacements and substitutions therefor and the proceeds thereof; excluding however, the pollution control equipment described on Exhibit "B" hereto and the Stores Inventory.

21. "PROPERTY" shall mean the Land, Improvements, Fixtures and Personalty, together with all or any part of, and any interest in, the following: (A) rights, privileges, tenements, hereditaments, rights-of-way, easements, appendages, and appurtenances in any way pertaining thereto, and rights, titles, and interests of Grantor in and to any streets, ways, alleys, strips of land adjoining the Land or any part thereof; (B) additions, substitutions, replacements and revisions thereof and thereto and all reversions and remainders therein; and (C) other security and collateral of any nature whatsoever, now or hereafter given for the repayment of the Indebtedness or the performance and discharge of the Obligations.

22. "RENTS" shall mean all consideration, whether money or otherwise, paid or payable for the use or occupancy of the Property, or generated by the sale thereof, including, but not limited to, all proceeds or other consideration paid or payable to Grantor or any predecessor in interest of Grantor under the terms and provisions of the Option Contract, the proceeds of all hydrocarbons or other minerals produced from the Property and all delay rentals and bonuses from any oil, gas or other mineral lease.

23. "SECURITY DOCUMENTS" shall mean the Note, this Deed of Trust, the Agreement and all other instruments, documents or other writings now or hereafter executed by Grantor, or any Obligated Party pursuant to the Agreement or pertaining to or as security for the payment of the Indebtedness or the performance of the Obligations.

186-37-1264

24. "STORES INVENTORY" shall mean all uninstalled and unused equipment of Grantor consisting of repair parts, machine parts, tubing, fittings, valves, protective clothing and relating maintenance and operating supplies held as repair and maintenance inventory at the Property, for use in connection with the Property.

25. "TRUSTEE" shall mean the party identified second in the initial paragraph of this Deed of Trust, and his or its substitutes, successors and assigns.

B. GRANT. To secure the full and timely payment of the Indebtedness and performance of the Obligations, and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration in hand paid by Beneficiary to Grantor, the receipt and legal sufficiency of which is hereby acknowledged, Grantor has GRANTED, BARGAINED, ASSIGNED, SOLD and CONVEYED, and by these presents does GRANT, BARGAIN, ASSIGN, SELL and CONVEY, unto Trustee the Property in trust hereunder, for the use and benefit of Beneficiary, TO HAVE AND TO HOLD the Property unto Trustee forever.

C. WARRANTIES, REPRESENTATIONS, COVENANTS AND OTHER AGREEMENTS. Grantor unconditionally warrants, represents, covenants and agrees that:

1. Grantor has good and marketable title to the Land, Improvements, Fixtures and Personality, free and clear of any liens, encumbrances, security interests or adverse claims, except Existing Liens (as defined in the Agreement). This Deed of Trust shall constitute a valid, subsisting, first lien on the Land, Improvements, and Fixtures and a valid, subsisting, perfected and prior security interest in and to the Personality and Leases, all in accordance with the terms hereof.

2. The Property is not exempt from forced sale under the laws of the State of Texas, Ohio or Delaware.

3. Grantor will promptly and fully comply with all present and future Legal Requirements, and all Improvements included or to be included in the Property comply or will comply with all Legal Requirements.

4. Grantor will cause the Property to be maintained and operated in accordance with the terms of the Agreement and will make all interior and exterior repairs, replacements, additions, improvements and alterations thereof and thereto, both structural and non-structural, which are reasonably appropriate to keep same in such order and condition.

186-37-1265

5. At least thirty (30) days prior to the date on which any tax or insurance premium must be paid to prevent delinquency thereof, Grantor will deliver to Beneficiary evidence that all taxes, including but not limited to ad valorem and personal property taxes, assessed against or related to the Property have been paid in full. The Property shall be insured in conformity with the terms of the Agreement.

6. Grantor will: (A) duly and punctually perform and comply with all representations, warranties, covenants and agreements binding upon it under the Leases; (B) not voluntarily terminate or waive its rights under any of the Leases; (C) use all reasonable efforts to maintain each of the Leases in force and effect during the full term thereof; and (D) appear in and defend any action or proceeding in any manner connected with any of the Leases.

7. Grantor will permit Trustee or Beneficiary, and their agents, attorneys, representatives and employees, to enter upon and inspect the Property at all reasonable times and intervals.

8. Grantor will keep separate and proper books of record and account pertaining to the Property in accordance with GAAP (as defined in the Agreement) and set aside from its earnings for each fiscal year, and cause to be reflected in its books, reserves for depreciation, depletion, obsolescence and amortization of the Property, as well as for the impositions and other appropriate reserves, during such fiscal year determined in accordance with GAAP, consistently applied. Beneficiary shall have the right to examine the books of account of Grantor and to discuss the affairs, finances and accounts of Grantor with, and to be informed as to the same by, its and their officers or any other party, all at such reasonable times and intervals as Beneficiary may desire.

9. Upon request from time to time and at any time, Grantor will promptly correct any defect, error or omission which may be discovered in the contents of this Deed of Trust or the Security Documents, and will execute and deliver any and all additional instruments as may be requested by Beneficiary to correct such defect, error or omission or to identify any additional properties which are or become subject to this Deed of Trust.

10. Pursuant to the terms of the Agreement, Grantor will give immediate written notice to Beneficiary of any condemnation proceeding or casualty loss affecting the Property and in each such instance, afford Beneficiary an opportunity to participate in any such proceeding or in the settlement of any awards thereunder.

186-37-1266

11. Grantor will promptly pay and hold Beneficiary harmless from all appraisal fees, recording fees, taxes, abstract fees, title policy fees, escrow fees, attorneys' fees, and all other costs of every character incurred by Grantor or Beneficiary in connection with the closing of the transaction evidenced by the Security Documents or the performance of the covenants of this Deed of Trust, or otherwise attributable or chargeable to Grantor as owner of the Property.

12. Grantor will not use or occupy, or permit any use or occupancy of, the Property in any manner which: (A) violates any Legal Requirement; (B) may be dangerous; (C) constitutes a public or private nuisance; or (D) makes void or voidable any of the Leases or any insurance on the Property.

13. Grantor will not permit, without the prior written consent of Beneficiary: (A) any waste or deterioration of any part of the Property; (B) any alterations or additions to the Property of a material nature; or (C) any of the Fixtures or Personalty to be removed at any time from the Land or Improvements unless removed in accordance with the terms of the Agreement.

D. EVENTS OF DEFAULT. The term "Event of Default", as used in this Deed of Trust, shall mean the occurrence at any time and from time to time, of any one or more of the following:

1. The Property is abandoned or substantially damaged so that in Beneficiary's judgment it cannot promptly be restored with available funds to a profitable condition.

2. The holder of any lien or security interest on the Property (notwithstanding that the creation of the same may constitute a separate default hereunder), or the holder of any lien on the Pollution Control Equipment or the Stores Inventory, institutes foreclosure or other proceedings for the enforcement of its remedies thereunder.

3. Any condemnation proceeding is instituted or threatened which would, in Beneficiary's sole judgment, materially impair the use or enjoyment of the Property for its intended purposes.

4. A Default or an Event of Default (both as defined in the Agreement) shall have occurred.

E. DEFAULT AND FORECLOSURE. To the fullest extent permitted in equity or at law, by statute or otherwise:

1. If an Event of Default shall occur, Beneficiary may, at Beneficiary's sole election and by or through Trustee or otherwise, exercise any or all of the following:

186-37-1267

(a) Declare all unpaid amounts under the Agreement and any other unpaid portion of the Indebtedness immediately due and payable, without further notice, presentment, protest, demand or action of any nature whatsoever (each of which is hereby expressly waived by Grantor), whereupon the same shall become immediately due and payable.

(b) Enter upon the Property and take exclusive possession thereof and of all books, records and accounts relating thereto, and, if necessary to obtain such possession, Beneficiary may invoke any and all legal remedies to dispossess Grantor, including specifically one or more actions for forcible entry and detainer, trespass to try title and writ of restitution.

(c) Hold, lease, manage, operate or otherwise use or permit the use of the Property, either itself or by other persons, firms or entities, in such manner, for such time and upon such other terms as Beneficiary may deem prudent under the circumstances (making such repairs, alterations, additions and improvements thereto and taking such other action from time to time as Beneficiary shall deem necessary or desirable), and apply all Rents collected in connection therewith in accordance with the provisions of Paragraph 7 of this Section E.

(d) Sell or offer for sale the Property in such portions, order and parcels as Beneficiary may determine, with or without having first taken possession of same, to the highest bidder for cash at public auction. Such sale shall be made at the courthouse door of the county where the Land is situated (or if the Land is situated in more than one county, then the Property shall be sold at the courthouse door of any of such counties as designated in the notices of sale provided for herein) on the first Tuesday of any month between 10:00 A.M. and 4:00 P.M. after giving adequate legal notice of the time, place and terms of sale, by posting or causing to be posted written or printed notices thereof for at least twenty-one (21) consecutive days preceding the date of said sale at the courthouse door of the foregoing county, and if the Land is situated in more than one county, one notice shall be posted at the courthouse door of each county in which the Land is situated, by filing a copy thereof with the clerk of each county in which the Property is located and by Trustee serving written notice of such proposed sale on each debtor obligated to pay the Indebtedness, at least twenty-one (21) days preceding the date of said sale by certified mail at the most recent address for such parties in the records of Beneficiary, or by accomplishing all or any of the aforesaid

185-37-1268

in such manner as permitted or required by V.T.C.A. Property Code Section 51.002 (as now written or as hereafter amended or succeeded) relating to the sale of real estate and/or by Chapter 9 of the Code relating to the sale of collateral after default by a debtor, or by any other present or subsequent laws. At any such sale: (i) Trustee shall not be required to have physically present, or to have constructive possession of, the Property (Grantor hereby covenanting and agreeing to deliver to Trustee any portion of the Property not actually or constructively possessed by Trustee immediately upon demand by Trustee) and the title to and right of possession of any such property shall pass to the purchaser thereof as completely as if the same had been actually present and delivered to purchaser at such sale; (ii) each instrument of conveyance executed by Trustee shall contain a general warranty of title, binding upon Grantor; (iii) each and every recital contained in any instrument of conveyance made by Trustee shall conclusively establish the truth and accuracy of the matters recited therein, including, without limitation, nonpayment of the indebtedness, advertisement and conduct of such sale in the manner provided herein and otherwise by law and by appointment of any successor Trustee hereunder; (iv) any and all prerequisites to the validity of such sale shall be conclusively presumed to have been performed; (v) the receipt of Trustee or of such other party making the sale shall be a sufficient discharge to the purchaser for his purchase money and no such purchaser, or his assigns or personal representatives, shall thereafter be obligated to see to the application of such purchase money or be in any way answerable for any loss, misapplication or nonapplication thereof; (vi) Grantor shall be completely and irrevocably divested of all of its right, title, interest, claim and demand whatsoever, either at law or in equity, in and to the property sold and such sale shall be a perpetual bar both at law and in equity against Grantor, and against any and all other persons claiming or to claim the property sold or any part thereof; and (vii) Beneficiary may be a purchaser at any such sale.

(e) Upon, or at any time after, commencement of foreclosure of the lien and security interest provided for herein, or any legal proceedings hereunder, make application to a court of competent jurisdiction as a matter of strict right and without notice to Grantor or regard to the adequacy of the Property for the repayment of the indebtedness, for appointment of a receiver of the Property and Grantor does hereby irrevocably consent to such appointment. Any such receiver shall have all the usual powers and duties of receivers in similar cases.

186-37-1269

(f) Exercise any and all other rights, remedies and recourses granted under the Security Documents or as may be now or hereafter existing in equity or at law, by virtue of statute or otherwise.

2. Should the Property be sold in one or more parcels as permitted by Paragraph 1(D) of this Section E, the right of sale arising out of any Event of Default shall not be exhausted by any one or more such sales, but other and successive sales may be made until all of the Property has been sold or until the Indebtedness has been fully satisfied.

3. All rights, remedies and recourses of Beneficiary granted in the Security Documents or otherwise available at law or equity: (A) shall be cumulative and concurrent; (B) may be pursued separately, successively or concurrently against Grantor or any Obligated Party, or against the Property, or against any one or more of them, at the sole discretion of Beneficiary; (C) may be exercised as often as occasion therefor shall arise, it being agreed by Grantor that the exercise or failure to exercise any of same shall in no event be construed as a waiver or release thereof or of any other right, remedy or recourse; and (D) shall be non-exclusive.

4. Beneficiary may release, regardless of consideration, any part of the Property without, as to the remainder, in any way impairing, affecting, subordinating or releasing the lien or security interests evidenced by the Security Documents or affecting the obligations of Grantor or any Obligated Party to pay or perform, as their interests may appear, the Indebtedness or Obligations. For payment of the Indebtedness, Beneficiary may resort to any of the security therefor in such order and manner as Beneficiary may elect. No security heretofore, herewith or subsequently taken by Beneficiary shall in any manner impair or affect the security given by the Security Documents, and all security shall be taken, considered and held as cumulative.

5. Grantor hereby irrevocably and unconditionally waives and releases: (A) all benefits that might accrue to Grantor by virtue of any present or future law exempting the Property from attachment, levy or sale on execution or providing for any appraisal, valuation, stay of execution, exemption from civil process, redemption or extension of time for payment; (B) all notices of any Event of Default or of Trustee's exercise of any right, remedy or recourse provided for under the Security Documents except as specifically provided in the Agreement; and (C) any right to a marshalling of assets or a sale in inverse order of alienation.

186-37-1270

6. In case Beneficiary shall have proceeded to invoke any right, remedy or recourse permitted under the Security Documents and shall thereafter elect to discontinue or abandon same for any reason, Beneficiary shall have the unqualified right so to do and, in such event, Grantor and Beneficiary shall be restored to their former positions with respect to the Indebtedness, the Obligations, the Security Documents, the Property and otherwise, and the rights, remedies, recourses and powers of Beneficiary shall continue as if same had never been invoked.

7. Any proceeds of any sale of, and any Rents, except as otherwise provided in Paragraph 2 of Section H, or other amounts generated by the Holding, leasing, operation or other use of, the Property shall be applied to the Indebtedness pursuant to the terms of the Agreement.

8. In addition to the remedies set forth in this Section E, upon the occurrence of an Event of Default the Beneficiary and Trustee shall, in addition, have available to them the remedies set forth in Sections G and H herein, as well as all other remedies available to them at law or in equity.

F. CONDEMNATION AND OTHER AWARDS. All judgments, decrees or awards (excluding casualty insurance awards, the disposition of which is covered under the terms of the Agreement), now or hereafter made for injury or damage to the Property, or awards, settlements or other compensation now or hereafter made by any Governmental Authority, including those for any variation of, or change of grade in, any streets affecting the Land or the Improvements, are hereby assigned in their entirety to Beneficiary, who may apply the same to the Indebtedness secured hereby in such manner as Beneficiary may elect; and Beneficiary is hereby authorized, in the name of Grantor, to execute and deliver valid acquittances for, and to appeal from, any such award, judgment or decree.

G. SECURITY AGREEMENT. Grantor hereby grants to Beneficiary a security interest in and to certain property as follows:

1. This Deed of Trust shall also constitute and serve as a "Security Agreement" on personal property within the meaning of, and shall constitute a first and prior security interest under Chapter 9 of the Code, with respect to the Personalty, Fixtures and Leases. To this end, Grantor has Granted, Bargained, Conveyed, Assigned, Transferred and Set Over, and by these presents does Grant, Bargain, Convey, Assign, Transfer and Set Over, unto Beneficiary as a secured party, a first and prior security interest in all of Grantor's right, title and interest in, to and under the Personalty, Fixtures and Leases in trust, to secure the full and timely payment of the Indebtedness and performance of the Obligations.

185-37-1271

2. Grantor agrees to execute and deliver to Beneficiary, in form and substance satisfactory to Beneficiary, such financing statements and such further assurances as Beneficiary may, from time to time, consider necessary to create, perfect, and preserve the security interest herein granted, and Beneficiary may cause such statements and assurances to be recorded and filed, at such times and places as may be required or permitted by law to create, perfect and preserve such security interest.

3. Beneficiary, as well as Trustee on Beneficiary's behalf, shall have all the rights, remedies and recourses with respect to the Personalty, Fixtures and Leases afforded a "Secured Party" by Chapter 9 of the Code, in addition to, and not in limitation of, the other rights, remedies and recourses afforded Beneficiary and/or Trustee by the Security Documents.

4. The security interest herein granted shall not be deemed or construed to constitute Trustee or Beneficiary as a party in possession of the Property, to obligate Trustee or Beneficiary to lease the Property, or to take any action, incur any expenses or perform any obligation whatsoever under any of the Leases or otherwise.

5. Upon the occurrence of an Event of Default as provided in Section E of this Deed of Trust and at any time thereafter:

(a) Beneficiary shall have, with regard to the Personalty, Fixtures and Leases, the remedies provided in this Deed of Trust and in the Code (no such remedy granted by the Code being excepted, modified or waived herein). Beneficiary may use his or its discretion in exercising the rights and electing the remedies; provided, however, all acts shall be in compliance with the standards of the Code, where applicable and required. For purposes of the notice requirements of the Code and this Section G, it is agreed that notice sent or given not less than five (5) calendar days prior to the taking of the action to which the notice relates, is reasonable notice.

(b) Beneficiary shall be entitled, subject to the terms of the Agreement, to apply to the Indebtedness the proceeds of any disposition of the Personalty, Fixtures and Leases.

(c) Notwithstanding anything herein to the contrary, Beneficiary, or the Trustee acting on Beneficiary's behalf, may, at its or his option, dispose of the Fixtures, Personalty and other items of personal property covered by this Deed of Trust in accordance with Beneficiary's rights and remedies in respect of the Land pursuant to the

186-37-1272

provisions of this Deed of Trust, in lieu of proceeding under the Code.

6. Beneficiary may require Grantor to assemble the Personalty, Fixtures and Leases and make them available to Beneficiary or Trustee at a place to be designated by Beneficiary that is reasonably convenient to both parties. All expenses of retaking, holding, preparing for sale, lease or other use or disposition, selling, leasing or otherwise using or disposing of the Personalty, Fixtures and Leases and the like which are incurred or paid by Beneficiary as authorized or permitted hereunder, including also all attorneys' fees, legal expenses and costs, shall be added to the Indebtedness and Grantor shall be liable therefor.

7. As to the Personalty, Fixtures and Leases, this Deed of Trust shall be effective as a financing statement when filed for record in the Deed of Trust Records of any county in which any portion of the Land is located. The record owner of the Land is Grantor, whose mailing address for purposes of such financing statement is set forth in the opening recital hereinabove. Information concerning the security interest created by this instrument may be obtained from Beneficiary at its address similarly set forth in such opening recital.

H. ASSIGNMENT OF RENTS. Grantor does hereby absolutely and unconditionally assign, transfer and convey to Beneficiary, as well as to Trustee on Beneficiary's behalf, all Rents under the following provisions:

1. Grantor reserves the right, unless and until an Event of Default occurs under this Deed of Trust, to collect such Rents as a trustee for the benefit of Beneficiary, and Grantor shall apply the Rents to the Indebtedness so collected as set forth in Paragraph 7 of Section E hereof.

2. Immediately upon request by Beneficiary, Grantor shall direct in writing all appropriate parties (including, but not limited to, Diamond Shamrock Corporation or its successors and assigns pursuant to the terms of the Option Contract) to pay to Beneficiary all proceeds or other consideration due and owing, or to become due and owing to SDS Biotech Corporation or its successors and assigns under the terms of the Option Contract, said direction shall not be contingent upon the prior occurrence of an Event of Default hereunder and any and all amounts collected pursuant to this paragraph shall be applied as set forth in Paragraph 7 of Section E hereof.

3. Beneficiary, or Trustee on Beneficiary's behalf, may at any time, and without notice, either in person, by agent, or by

186-37-1273

receiver to be appointed by a court, enter and take possession of the Property or any part thereof, and in its own name, sue for or otherwise collect such Rents. Grantor hereby agrees with Beneficiary that the other parties under the Leases may, upon notice from Trustee or Beneficiary of the occurrence of an Event of Default, thereafter pay directly to Beneficiary the Rents due and to become due under the Leases and attorn to all other obligations thereunder direct to Beneficiary, or Trustee on Beneficiary's behalf, without any obligation on their part to determine whether an Event of Default does in fact exist or has in fact occurred. All Rents collected by Beneficiary, or Trustee acting on Beneficiary's behalf, shall be applied as provided for in Paragraph 7 of Section E above. The entering upon and taking possession of the Property, the collection of Rents, and the application thereof as aforesaid shall not cure or waive any Event of Default or notice of default, if any, hereunder nor invalidate any act done pursuant to such notice, except to the extent any such default is fully cured. Failure or discontinuance of Beneficiary, or Trustee on Beneficiary's behalf, at any time or from time to time, to collect said Rents shall not in any manner impair the subsequent enforcement by Beneficiary, or Trustee on Beneficiary's behalf, of the right, power and authority herein conferred upon it. Nothing contained herein, nor the exercise of any right, power or authority herein granted to Beneficiary, or Trustee on Beneficiary's behalf, shall be or be construed to be an affirmation by it of any tenancy, lease, or option, nor an assumption of liability under nor the subordination of the lien or charge of this Deed of Trust, to any such tenancy, lease, or option.

4. Grantor will not (A) execute an assignment of any of its right, title or interest in the Rents, or (B) except where the lessee is in default thereunder, terminate or consent to the cancellation or surrender of any Lease affecting the Property or any part thereof, now or hereafter existing, having an unexpired term of one year or more, except that any Lease may be cancelled, provided that promptly after the cancellation or surrender thereof, a new Lease is entered into with a new lessee having a credit standing, in the judgment of Beneficiary, at least equivalent to that of the lessee whose Lease was cancelled, on substantially the same terms as the terminated or cancelled Lease, or (C) modify any Lease affecting the Property or any part thereof so as to shorten the unexpired term thereof or so as to decrease the amount of the Rents, or (D) accept prepayments of any Rents in excess of one month, except prepayments in the nature of security for the performance of the lessee under any Lease, (E) in any other manner impair the value of the Property or the security of this Deed of Trust; or (F) modify or amend the Option Contract. Grantor will not execute any Lease of all or any substantial portion of the Property except for actual

186-37-1274

occupancy by the lessee thereunder, and will at all times promptly and faithfully perform, or cause to be performed, each covenant, condition and agreement contained in each Lease affecting the Property now or hereafter existing on the part of lessor thereunder to be kept and performed. Grantor shall furnish to Beneficiary, within ten (10) days after a request by Beneficiary to do so, a written statement containing the names of all lessees of the Property, the terms of their respective Leases, the spaces occupied and the rentals payable thereunder.

I. THE TRUSTEE. The following provisions shall govern with respect to the Trustee:

1. Trustee shall not be liable for any error of judgment or act done by Trustee in good faith, or be otherwise responsible or accountable to Grantor under any circumstance whatsoever, nor shall Trustee be personally liable in case of entry by him, or anyone entering by virtue of the powers herein granted, upon the Property for debts contracted or liability or damages incurred in the management or operation of the Property. Trustee shall have the right to rely on any instrument, document or signature authorizing or supporting any action taken or proposed to be taken by him hereunder, believed by him in good faith to be genuine. Trustee shall be entitled to reimbursement for expenses incurred by him in the performance of his duties hereunder and to reasonable compensation for such of his services hereunder as shall be rendered. Grantor will, from time to time, pay the compensation due to Trustee hereunder and reimburse Trustee for, and save him harmless against, any and all liability and expenses which may be incurred by him in the performance of his duties.

2. All moneys received by Trustee shall, until used or applied as herein provided, be held in trust for the purposes for which they were received, but need not be segregated in any manner from any other moneys (except to the extent required by law), and Trustee shall be under no liability for interest on any money received by him hereunder.

3. Trustee may resign at any time with or without notice. If Trustee shall die, resign or become disqualified from acting in the execution of this trust or shall fail or refuse to execute the same when requested by Beneficiary so to do, or if, for any reason, Beneficiary shall prefer to appoint a substitute trustee to act instead of the aforementioned Trustee, Beneficiary shall have full power to appoint a substitute trustee and, if preferred, several substitute trustees in succession who shall succeed to all the estates, rights, powers and duties of the aforementioned Trustee.

186-37-1275

4. Any new Trustee appointed pursuant to any of the provisions hereof shall, without any further act, deed or conveyance, become vested with all the estates, properties, rights, powers and trusts of its or his predecessor in the rights hereunder with like effect as if originally named as Trustee herein.

J. MISCELLANEOUS. The following provisions shall also apply to and govern this Deed of Trust and the interpretation hereof:

1. Each and all of the Obligations shall survive the execution and delivery of the Security Documents, and the consummation of the transaction called for therein, and shall continue in full force and effect until the Indebtedness shall have been paid in full.

2. Grantor, upon the request of Trustee or Beneficiary, will execute, acknowledge, deliver and record and/or file such further instruments and do such further acts as may be necessary, desirable or proper to carry out more effectively the purposes of the Security Documents and to subject to the liens and security interests thereof any property intended by the terms thereof to be covered thereby, including specifically, but without limitation, any renewals, additions, substitutions, replacements, or appurtenances to the then Property. Grantor will pay all such recording, filing, re-recording and re-filing taxes, fees and other charges, including those for security interest searches.

3. All notices or other communications required or permitted to be given pursuant to this Deed of Trust (except for notices of a foreclosure sale which shall be given in the manner set forth in Paragraph 1(D) of Section E hereof) shall be given in accordance with the Agreement.

4. Any failure by Trustee or Beneficiary to insist, or any election by Trustee or Beneficiary not to insist, upon strict performance by Grantor of any of the terms, provisions or conditions of the Security Documents shall not be deemed to be a waiver of same or of any other term, provision or condition thereof, and Trustee or Beneficiary shall have the right at any time or times thereafter to insist upon strict performance by Grantor of any and all of such terms, provisions and conditions.

5. All Obligations contained in the Security Documents are intended by the parties to be, and shall be construed as, covenants running with the Property.

6. All of the terms of the Security Documents shall apply to, be binding upon and inure to the benefit of the parties thereto, their respective successors, assigns, heirs and legal

186-37-1276

representatives, and all other persons claiming by, through or under them.

The Security Documents are intended to be performed in accordance with, and only to the extent permitted by, all applicable Legal Requirements. If any provision of any of the Security Documents or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of the instrument in which such provision is contained nor the application of such provision to other persons or circumstances nor the other instruments referred to hereinabove shall be affected thereby, but rather shall be enforced to the greatest extent permitted by law.

8. In the event of the passage after the date of this Deed of Trust of any applicable law changing in any way the laws for the taxation of deeds of trust and/or the debts secured thereby so as to affect this Deed of Trust, Beneficiary shall have the right, at Beneficiary's option, to declare the indebtedness immediately due and payable, unless Grantor shall pay to Beneficiary or its designee, upon demand, the full amount of any such tax or imposition.

9. The Security Documents contain the entire agreements between the parties relating to the subject matter hereof and thereof and all prior agreements relative thereto which are not contained herein or therein are terminated. The Security Documents may be amended, revised, waived, discharged, released or terminated only by a written instrument or instruments, executed by the party against which enforcement of the amendment, revision, waiver, discharge, release or termination is asserted. Any alleged amendment, revision, waiver, discharge, release or termination which is not so documented shall not be effective as to any party.

10. This Deed of Trust may be executed in any number of counterparts, each of which shall be an original but all of which together shall constitute but one instrument.

11. The Security Documents shall be governed by and construed according to the laws of the State of Texas and the applicable laws of the United States of America.

12. The Section entitlements hereof are inserted for convenience of reference only and shall in no way alter, modify or define, or be used in construing, the text of such Sections. Whenever the context hereof requires, references herein to the singular number shall include the plural, and likewise the plural shall include the singular; words denoting gender shall be

186-37-1277

construed to include the masculine, feminine and neuter, where appropriate; and specific enumeration shall not exclude the general, but shall be considered as cumulative.

13. A carbon, photographic or other reproduction of this Deed of Trust or any financing statement covering the Property or any part thereof, shall be sufficient as a financing statement and may be filed as a financing statement.

14. This Deed of Trust amends and restates in its entirety that certain Deed of Trust, Security Agreement and Assignment of Rents executed by Grantor for the benefit of Beneficiary and dated as of June 30, 1987.

EXECUTED as of, although not necessarily on, the day and year first above written.

FERMENTA PLANT PROTECTION COMPANY

Attest:

By: Dan R. Jurey
Assistant Secretary

By: Frank O. Hicks
Frank O. Hicks
Vice President

(SEAL)

Agreed to and Accepted
as of June 30, 1987

NATIONAL AUSTRALIA BANK LIMITED,
acting through its New York Branch

By: Wayne W. Hulbert
Wayne W. Hulbert
Vice President

THE STATE OF TEXAS S
COUNTY OF HARRIS S

186-37-1278

This instrument was acknowledged before me on the 127th day of July, 1987 by Frank O. Hicks, Vice President of FERMENTA PLANT PROTECTION COMPANY, a Delaware corporation, on behalf of said corporation.

[SEAL]

My Commission Expires:

3/20/88

Elizabeth A. Fagala
Notary Public - State of Texas

ELIZABETH A. FAGALA
Notary Public, State of Texas
My Commission Expires 3/20/88

THE STATE OF TEXAS S
COUNTY OF HARRIS S

This instrument was acknowledged before me on the 127th day of July, 1987 by Wayne W. Hulbert, Vice President of NATIONAL AUSTRALIA BANK LIMITED, a banking corporation organized and existing under the laws of the State of Victoria, Commonwealth of Australia on behalf of said corporation.

[SEAL]

My Commission Expires:

3/20/88

Elizabeth A. Fagala
Notary Public - State of Texas

ELIZABETH A. FAGALA
Notary Public, State of Texas
My Commission Expires 3/20/88

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071587cwm3

DESCRIPTION

EXHIBIT A

TRACT 1

186-37-1279

BEING 85.1531 acres of land located in the Richard and Robert Vince Survey, Abstract No. 76, Harris County, Texas and being a portion of that certain 99.811 acre tract of land conveyed to J.F. Hadding, Trustee by deed recorded in Volume 1395, Page 533 of the Deed Records of Harris County, Texas, said 85.1531 acres of land is more particularly described by metes and bounds as follows:

Note: All bearings recited herein are referenced to the City of Houston Monumentation System.

COMMENCING at City of Houston Monument No. 5857/1413 having coordinates of X=3,215,373.18 feet and Y=719,818.27 feet;

THENCE South 19 deg. 29 min. 36 sec. East, a distance of 357.88 feet to a concrete monument with brass disc stamped "North 31+16.87, East 27+18.77" found marking the east corner of the herein described tract, same being the east corner of said 99.811 acre tract;

THENCE South 53 deg. 27 min. 36 sec. West, generally along the bank of a drainage ditch, passing a southeasterly projection of the northeasterly high bank of Greens Bayou at 2380.93 and continuing the same course a total distance of 2569.80 feet to the south corner of the herein described tract, same being the south corner of said 99.811 acre tract;

THENCE the following courses along the southwesterly line of said 99.811 acre tract:

1. North 49 deg. 00 min. 24 sec. West, a distance of 273.30 feet;
2. North 42 deg. 15 min. 24 sec. West, a distance of 283.90 feet;
3. North 31 deg. 50 min. 24 sec. West, a distance of 290.40 feet;
4. North 29 deg. 02 min. 24 sec. West, a distance of 273.00 feet;
5. North 40 deg. 43 min. 24 sec. West, a distance of 400.00 feet;
6. North 55 deg. 05 min. 33 sec. West, a distance of 66.23 feet to the west corner of said 99.811 acre tract same being the south corner of that certain 3.6559 acre tract of land conveyed to Penwalt Corporation by deed filed under Film Code No. 110-92-1613, Official Public Records of real Property, Harris County, Texas;

THENCE North 53 deg. 27 min. 36 sec. East, at 88.19 feet pass the high bank of Greens Bayou, at 93.19 feet and right 1.02 feet pass a 2 inch iron pipe found, continuing the same course a total distance of 1212.70 feet to a 1/2 inch iron rod set for corner;

THENCE South 36 deg. 32 min. 24 sec. East, a distance of 20.00 feet to a 1/2 inch iron rod set for corner;

THENCE North 53 deg. 27 min. 36 sec. East, a distance of 825.01 feet to a 1/2 inch iron rod set for the most westerly north corner of the herein described tract;

THENCE South 89 deg. 59 min. 24 sec. East, a distance of 203.43 feet to a 1/2 inch iron rod set for the most easterly north corner of the herein described tract in the southwesterly line of the Harris County Houston Ship Channel Navigation District Railroad, based on a width of 225 feet;

EXHIBIT A

THENCE South 53 deg. 53 min. 24 sec. East, along the southwestelry line of said Harris County Houston Ship Channel Navigation District Railroad, a distance of 1498.17 feet to the PLACE OF BEGINNING and containing 85.1531 acres of land of which 81.3022 acres lies above or northeasterly of the high bank of Greens Bayou.

186-37-1280

TRACT 2

BEING 129.4650 acres of land located in the Richard and Robert Vince Survey, Abstract No. 76, Harris County, Texas, said 129.4650 acres being comprised of Parcel 1, that certain 8.3329 acre tract of land conveyed to S.D.S. Biotech Corporation (called to contain 8.3331 acres) by deed filed under Film Code No. 025-69-1639, Official Public Records of Real Property, Harris County, Texas and Parcel 2, that certain 121.1321 acre tract of land conveyed to S.D.S. Biotech Corporation (called to contain 121.1328 acres) by deed filed under Film Code No. 054-96-1576, Official Public Records of Real Property, Harris County, Texas, said 129.4650 acres of land is more particularly described by metes and bounds as follows:

Note: All bearings recited herein are referenced to the City of Houston Monumentation System.

COMMENCING at City of Houston Monument No. 5857/1413 having coordinates of X=3,215,373.18 feet and Y=719,818.27 feet;

THENCE North 68 deg. 35 min. 13 sec. East, a distance of 103.66 feet to a 1/2 inch iron rod set for the southeast corner of said Parcel 2 in the north line of that certain tract of land conveyed to Harris County Houston Ship Channel Navigation District by deed recorded in Volume 1219, Page 626 of the Deed Records of Harris County, Texas, from said place of beginning a concrete monument with brass disc bears North 79 deg. 20 deg. 38 sec. West-2.92 feet;

THENCE North 80 deg. 15 min. 24 sec. West, along the north line of said Harris County Houston Ship Channel Navigation District tract, a distance of 144.95 feet to a concrete monument with brass disc found for a corner of said Parcel 2;

THENCE North 53 deg. 53 min. 24 sec. West, along the north line of the Harris County Houston Ship Channel Navigation District tract, a distance of 746.82 feet to a 1/2 inch iron rod set for a corner of said Parcel 2 same being the southeast corner of Haden Road based on a width of 60 feet;

THENCE North 03 deg. 30 min. 24 sec. West, along the east line of said Haden Road, a distance of 77.89 feet to a 1/2 inch iron rod set for a corner of said Parcel 2 same being the northeast corner of said Haden Road;

THENCE North 53 deg. 53 min. 24 sec. West, along the northeasterly line of said Haden Road, a distance of 2377.63 feet to a 1/2 inch iron rod set for the southwest corner of said Parcel 2 same being the southeast corner of that certain 2.7087 acre tract of land conveyed to Jones Chemicals, Inc. by deed filed under Film Code No. 124-12-0763, Official Public Records of Real Property, Harris County, Texas;

EXHIBIT A

186-37-1281

THENCE North 03 deg. 27 min. 24 sec. West, along the said line of said 2.7087 acre tract, a distance of 544.74 feet to a 1/2 inch ironrod set for the most westerly northwest corner of said Parcel 2, same being the southwest corner of that certain 1.7217 acre tract of land conveyed to Jones Chemicals, Inc. by deed filed under Film Code No. 123-84-0346, Official Public Records of Real Property, Harris County, Texas;

THENCE North 86 deg. 32 min. 36 sec. East, along the south line of said 1.7217 acre tract, a distance of 150.00 feet to a 1/2 inch iron rod set for a corner of said Parcel 2, same being the southeast corner of said 1.7217 acre tract;

THENCE North 03 deg. 27 min. 24 sec. West, along the east line of said 1.7217 acre tract, a distance of 500.00 feet to a 1/2 inch iron rod set for the most northerly northwest corner of said Parcel 2, same being the northeast corner of said 1.7217 acre tract in the south right-of-way line of the Houston North Shore Railway, based on a width of 100 feet;

THENCE North 86 deg. 32 min. 36 sec. East, along the south right-of-way line of said Houston North Shore Railway, a distance of 2225.97 feet to a 1/2 inch iron rod set for the most northerly northeast corner of said Parcel 2, same being the northwest corner of that certain 1.009 acre tract conveyed to Harris County Flood Control District;

THENCE South 03 deg. 14 min. 24 sec. East, along a west line of said 1.009 acre tract, a distance of 100.51 feet to a 1/2 inch set for corner;

THENCE South 33 deg. 14 min. 24 sec. East, along a west line of said 1.009 acre tract, a distance of 273.04 feet to a 1/2 inch iron rod set for corner);

THENCE South 20 deg. 36 min. 24 sec. East, along a west line of said 1.009 acre tract, a distance of 122.81 feet to a 1/2 inch iron rod set for the south corner of said 1.009 acre tract;

THENCE South 03 deg. 30 min. 24 sec. East, along the east line of said Parcel 2, a distance of 533.34 feet to a 1/2 inch iron rod set for a corner of the herein described tract, same being the northwest corner of said Parcel 1, from which a railroad spike found bears South 14 deg. 08 min. 55 sec. East - 7.04 feet;

THENCE North 86 deg. 29 min. 36 sec. East, a distance of 497.33 feet to a 1/2 inch iron rod set for the northeast corner of said Parcel 1, in the northwesterly line of a 50 foot wide Houston Lighting & Power Co. easement;

THENCE South 15 deg. 18 min. 26 sec. West, along the northwesterly line of said 50 foot wide easement, a distance of 1542.13 feet to a 1/2 inch iron rod set for the south corner of said Parcel 1 in the east line of said Parcel 2;

THENCE South 03 deg. 30 min. 24 sec. East, along the east line of said Parcel 2, a distance of 698.02 feet to the PLACE OF BEGINNING and containing 129.4650 acres of land.

186-37-1282

SDS Biotech
N0590-70400

EXHIBIT B

POLLUTION CONTROL EQUIPMENT

I.

The following is a listing of air pollution control facilities financed by Pollution Control Revenue Bonds, 1977 Series A:

1. Facility No. 5 - Environmental Vent Scrubber System at the DICONIL Plant including a scrubber, a catalyst bag filter, a DICONIL packaging bag filter and an IPN bag filter, together with necessary instruments and controls, foundations, structural framework, piping and electrical connections.
2. Facility No. 6 - HCl Scrubber at the DICONIL Plant consisting of a water scrubber.
3. Facility No. 7 - IPN Vent Scrubber System at the DICONIL Plant consisting of an evaporator and vent chillers, together with necessary instruments and controls, foundations, structural framework, piping and electrical connections.
4. Facility No. 8 - Storage Tank Vent Scrubber System at the DICONIL Plant consisting of packed absorption columns.
5. Facility No. 9 - Carbon Tetrachloride Abatement System at the DICONIL Plant consisting of vent chillers and connecting piping.
6. Facility No. 10 - Off-Gas Absorption System at the DICONIL Plant including scrubbing towers and CCl₄ evaporators, together with necessary instrumentation, foundations, structural framework, piping and miscellaneous equipment.

II.

The following is a description of certain water pollution control facilities financed by Pollution Control Revenue Bonds, 1982 Series:

This system is to collect and treat rain water runoff and includes basins, clarifier, tanks, filters, containers, mixers, pumps, building

185-37-4283

foundations, structural, electrical, insulation and other related equipment.

III.

The following is a listing of water control facilities financed by Pollution Control Revenue Bonds, 1977 Series A:

1. Facility No. 1 - A Spill and Storm Water Collection Treatment System at the DACONIL Plant consisting of diking and curbing, sumps and a CCl_4 removal facility.

The following is a listing of air pollution control facilities financed by Pollution Control Revenue Bonds, 1983 Series:

1. IPN Waste Gas Incinerator
2. Incinerator Blowers
3. Ammonia Fume Scrubber Vent Seal Pot
4. Arsonates Unit Reaction Section Vent System
5. Arsonates Unit Vent Loop System
6. Daconcil Units Vent System
7. Daconil/Arsonates Incinerator
8. Daconil Vent and Arsonates Vent Seal Pots
9. Flue Gas Scrubber and Pumps
10. Associated piping, instrumentation and appurtenances essential to the physical operation of the air pollution control facilities described above.

IV.

The following is a description of certain water pollution control facilities financed by Pollution Control Revenue Bonds, 1983 Series:

1. The major equipment components include two NaOH metering pumps, two ferric chloride metering pumps and two HCl metering pumps; steel and non-metallic lined

pipings; liquid storage equipment; buildings and equipment; and necessary power control and metering equipment, including wiring.

2. The major equipment also includes a hydrolyzer surge tank, a hydrolyzer feed pump, a hydrolyzer feed cross exchanger, a hydrolyzer pre-heater, a hydrolyzer flash tank, a hydrolyzer effluent cooler, a hydrolyzer effluent tank, a hydrolyzer effluent recycle pump, a hydrolyzer effluent recycle tank, associated piping, instruments, power control and metering equipment.
3. The major equipment of the DACTHAL Unit Source Treatment includes two new DACTHAL containment tanks, two DACTHAL containment pumps, two DACTHAL wastewater tank pumps, steel piping, power, control, metering equipment, lighting, and necessary foundation and site work.
4. The major equipment in the Arsenic Pretreatment system includes a collection tank, first stage mix tank, first stage flocculation tank, first stage separator, second stage mix tank, second stage flocculation tank, second stage separator, third stage mix tank, third stage tank, third stage separator, polymer feed equipment, reagent feed equipment and sludge filter system.
5. The major items of equipment of the waste acid neutralization system include: (1) steel tanks for the following purposes: lime storage, lime dilution, catalyst makeup; (2) nonmetallic tanks for the following purposes: weak acid storage; spent caustic, off specification acid storage, first stage neutralization, second stage neutralization together with agitators therein; (3) two pumps each for the following: weak acid transfer, spent caustic transfer, off specification acid transfer, lime slurry unloading, lime slurry feed, first stage neutralization, hypochlorite tank, preneutralization, second stage neutralization and lime dilution; (4) steel, nonmetallic and nonmetallic lined piping; (5) necessary site work, foundations, support frames, lighting, power, control and metering equipment.
6. The major equipment to be added to the Wastewater Treatment System includes: a nonmetallic hypochlorite liquid storage tank; a mix sump; two mix sump agitators; polymer tank agitator; two wastewater primary settlers; five equalization basin aerators; five aeration basin aerators; a chlorination tank agitator;

186-37-1285

dechlorination tank agitator; two pumps each for the following purposes; mix sump; acid charge, dechlorination tank, hyperchlorite; necessary instrumentation, power control, metering; steel alloy, and nonmetallic piping; supporting frames; foundations; site excavation and fill, removal and replacement; and site clearing.

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ANY PROVISION HEREIN WHICH RESTRICTS RACE OR COLOR OR LIMITS THE RIGHTS OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.
THE STATE OF TEXAS }
COUNTY OF HARRIS }
I hereby certify that this instrument was FILED in File Number
Sequence on the date and at the time stamped hereon by me, and was
duly RECORDED, in the Official Public Records of Real Property of Harris
County, Texas on

JUL 21 1987



Quita Kaskasner
COUNTY CLERK
HARRIS COUNTY, TEXAS

FILED

JUL 21 3 56 PM '87

Quita Kaskasner
COUNTY CLERK
HARRIS COUNTY, TEXAS

Return to
Joseph C. Matthews
Winstead, McGuire, Seckrest & Winick
1700 Mercantile Dallas Building
Dallas Texas 75201